

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

SUNCOAST POST-TENSION, LTD.,

Plaintiff,

VS.

PETER SCOPPA, SANDEEP N. PATEL, THE STERLING ENGINEERING GROUP OF COMPANIES, PT USA, ET AL.,

Defendants.

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**CIVIL ACTION NO. 13-3125**

## JURY QUESTIONS

The Jury has reached a verdict.

10/13/15

3:00 p.m.

Original Signature on File



**QUESTION NO. 1**

Do you find by a preponderance of the evidence that any of Plaintiff's Exhibits #400-425 is subject to copyright protection? Answer "yes" or "no": Yes

If you answered "yes" to Question 1, proceed to Question 2.

If you answered "no" to Question 1, proceed to Question 4.

**QUESTION NO. 2**

Do you find by a preponderance of the evidence that any copyright of Plaintiff's work in Exhibits #400-425 was infringed, either directly, vicariously, or contributorily, by any Defendant(s)?

Answer "yes" or "no" as to each Defendant.

Defendant Peter Scoppa:

Yes

Defendant Sandeep Patel:

Yes

Defendant Sterling Group:

Yes

Defendant PT USA:

Yes

If you answered "Yes" to any part of Question 2, proceed to Question 3.

Otherwise, proceed to Question 4.

**QUESTION NO. 3**

Do you find by a preponderance of the evidence that any copyright of Plaintiff's work in Exhibits #400-425 was willfully infringed by any Defendant(s)?

Answer "yes" or "no" as to each Defendant.

Defendant Peter Scoppa:

Yes

Defendant Sandeep Patel:

Yes

Defendant Sterling Group:

Yes

Defendant PT USA:

Yes

Proceed to Question 4.

**QUESTION NO. 4**

Did Defendant Peter Scoppa breach his contract with Plaintiff Suncoast?

Answer "yes" or "no": yes

If you answered "yes" to Question 4, proceed to Question 5.

If you answered "no" to Question 4, proceed to Question 6.

**QUESTION NO. 5**

Do you find by a preponderance of the evidence that any Defendant(s) tortiously interfered with the contract between Defendant Scoppa and Plaintiff Suncoast?

Answer "yes" or "no" as to each Defendant.

Defendant Sandeep Patel: Yes

Defendant Sterling Group: Yes

Defendant PT USA: Yes

Proceed to Question 6.

**QUESTION NO. 6**

Do you find by a preponderance of the evidence that any Defendant(s) misappropriated Plaintiff Suncoast's alleged trade secret(s)?

Answer "yes" or "no" as to each Defendant.

Defendant Peter Scoppa: Yes

Defendant Sandeep Patel: Yes

Defendant Sterling Group: Yes

Defendant PT USA: Yes

Proceed to Question 7.

**QUESTION NO. 7**

Did Defendant Peter Scoppa breach any fiduciary duty to Plaintiff Suncoast?

Answer "yes" or "no": Yes

If you answered "yes" to Question 7, proceed to Question 8.

If you answered "no" to Question 7, proceed to Question 9.



**QUESTION NO. 8**

Did any Defendant(s) induce Defendant Peter Scoppa to breach his fiduciary duty to Plaintiff Suncoast?

Answer "yes" or "no" as to each Defendant.

Defendant Sandeep Patel: Yes

Defendant Sterling Group: Yes

Defendant PT USA: Yes

Proceed to Question 9.

**QUESTION NO. 9**

Did any Defendant(s) engage in unfair competition that caused damages to Plaintiff Suncoast?

Answer "yes" or "no" as to each Defendant.

Defendant Peter Scoppa: Yes

Defendant Sandeep Patel: Yes

Defendant Sterling Group: Yes

Defendant PT USA: Yes

Proceed to Question 10.

**QUESTION NO. 10**

Only answer this question if you answered "yes" to any part of Questions 4, 5, 6, 7, 8, or 9.

Were two or more Defendants part of a conspiracy that damaged Plaintiff Suncoast? If so, indicate which defendants.

Answer "yes" or "no" as to each Defendant.

Defendant Peter Scoppa: Yes

Defendant Sandeep Patel: Yes

Defendant Sterling Group: Yes

Defendant PT USA: Yes

Proceed to Question 11.

**QUESTION NO. 11**

Only answer this question if you answered "yes" to any part of Questions 2, 4, 5, 6, 7, 8,

9, or 10.

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiff Suncoast for its damages, if any, that were proximately caused by Defendant(s)' actions that you found in your answers in Questions 2, 4, 5, 6, 7, 8, 9, or 10?

Answer in dollars and cents for damages, if any: \$ 8,000,000<sup>00</sup>

Do not compensate twice for the same loss, if any.

Do not add any amount for interest on damages, if any.

Proceed to Question 12.

**QUESTION NO. 12**

Only answer this question if you answered "yes" to any part of Question 2. Otherwise, do not answer this question.

What sum of money, if any, paid now in cash, should be awarded to Plaintiff Suncoast in statutory damages for Defendant(s)' copyright infringement?

Answer in dollars and cents: \$ 3,000,000.00

Do not compensate twice for the same loss, if any.

Do not add any amount for interest on damages, if any.

Proceed to Question 13.

**QUESTION NO. 13**

Only answer this question if you answered “yes” to any part of Questions 2, 4, 5, 6, 7, 8, 9, or 10. Otherwise, do not answer any more questions and proceed to sign the Certificate.

To answer “Yes” to the following question, your answer must be unanimous. Otherwise,  
you must not answer the following question.

Do you find by clear and convincing evidence that the harm to Plaintiff Suncoast resulted from any Defendant(s)’s malice or reckless disregard for the rights of others?

Answer “yes” or “no” as to each Defendant.

Defendant Peter Scoppa: Yes

Defendant Sandeep Patel: Yes

Defendant Sterling Group: Yes

Defendant PT USA: Yes

If you answered “yes” to Question 13, proceed to Question 14.

If you answered “no” to Question 13, proceed to the Certificate and sign and date it and return it to the Court.

**QUESTION NO. 14**

Answer the following question only if you answered "Yes" to any part of Question 13.  
Otherwise, proceed to sign the Certificate.

What sum of money, if any, should be assessed against each Defendant as punitive damages in connection with the claims against him?

Answer in dollars and cents as to each Defendant.

|                           |                                 |
|---------------------------|---------------------------------|
| Defendant Peter Scoppa:   | <u>\$1,000,000<sup>00</sup></u> |
| Defendant Sandeep Patel:  | <u>\$5,000,000<sup>00</sup></u> |
| Defendant Sterling Group: | <u>\$5,000,000<sup>00</sup></u> |
| Defendant PT USA:         | <u>\$2,500,000<sup>00</sup></u> |

Please sign and date and Certificate and return it to the Court.

**CERTIFICATE**

We the jury, have made the above findings as indicated, and herewith return same into Court as our verdict.

**SIGNED** this the 13 day of October, 2015, at Houston, Texas.

Original Signature on File

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